

<i>SERFF Tracking Number:</i>	<i>WESA-125872359</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>TNUS Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#31250 \$50</i>
<i>Company Tracking Number:</i>	<i>08-AR-3-GL-49-8</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Commercial General Liability</i>		
<i>Project Name/Number:</i>	<i>Submission of Commercial General Liability product/08-AR-3-GL-49-8</i>		

## Filing at a Glance

Companies: TNUS Insurance Company, Tokio Marine & Nichido Fire Insurance Co., Ltd., Trans Pacific Insurance Company

Product Name: Commercial General Liability	SERFF Tr Num: WESA-125872359	State: Arkansas
TOI: 17.0 Other Liability-Occ/Claims Made	SERFF Status: Closed	State Tr Num: #31250 \$50
Sub-TOI: 17.0001 Commercial General Liability	Co Tr Num: 08-AR-3-GL-49-8	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Edith Roberts, Brittany Yielding
	Author: Westmont Associates	Disposition Date: 12/03/2008
	Date Submitted: 10/27/2008	Disposition Status: Approved
Effective Date Requested (New): 04/01/2009		Effective Date (New):
Effective Date Requested (Renewal): 04/01/2009		Effective Date (Renewal):
State Filing Description:		

## General Information

Project Name: Submission of Commercial General Liability product	Status of Filing in Domicile: Pending
Project Number: 08-AR-3-GL-49-8	Domicile Status Comments: Pending in New York
Reference Organization: None	Reference Number: None
Reference Title: n/a	Advisory Org. Circular: n/a
Filing Status Changed: 12/03/2008	
State Status Changed: 12/03/2008	Deemer Date:
Corresponding Filing Tracking Number: 08-AR-2-GL-50-8	
Filing Description:	
Submission of the Company's Commercial General Liability endorsements.	

## Company and Contact

### Filing Contact Information

SERFF Tracking Number: WESA-125872359 State: Arkansas  
First Filing Company: TNUS Insurance Company, ... State Tracking Number: #31250 \$50  
Company Tracking Number: 08-AR-3-GL-49-8  
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Commercial General Liability  
Project Name/Number: Submission of Commercial General Liability product/08-AR-3-GL-49-8

(This filing was made by a third party - westmontassociatesinc)

Meghan Slenkamp, Analyst meghans@westmontlaw.com  
25 Chestnut Street (856) 216-0220 [Phone]  
Haddonfield, NJ 08033

**Filing Company Information**

TNUS Insurance Company	CoCode: 32301	State of Domicile: New York
230 Park Avenue	Group Code: 3098	Company Type:
New York, NY 10169	Group Name:	State ID Number:
(212) 297-6600 ext. [Phone]	FEIN Number: 20-0940754	

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Tokio Marine & Nichido Fire Insurance Co., Ltd.	CoCode: 12904	State of Domicile: New York
230 Park Avenue	Group Code: 3098	Company Type:
New York, NY 10169	Group Name:	State ID Number:
(212) 297-6600 ext. [Phone]	FEIN Number: 13-6108722	

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Trans Pacific Insurance Company	CoCode: 41238	State of Domicile: New York
230 Park Avenue	Group Code:	Company Type:
New York, NY 10169	Group Name:	State ID Number:
(212) 297-6600 ext. [Phone]	FEIN Number: 13-3118700	

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SERFF Tracking Number: WESA-125872359 State: Arkansas

First Filing Company: TNUS Insurance Company, ... State Tracking Number: #31250 \$50

Company Tracking Number: 08-AR-3-GL-49-8

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability

Product Name: Commercial General Liability

Project Name/Number: Submission of Commercial General Liability product/08-AR-3-GL-49-8

## Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: \$50.00 filing fee

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
TNUS Insurance Company	\$0.00	10/27/2008	
Tokio Marine & Nichido Fire Insurance Co., Ltd.	\$0.00	10/27/2008	
Trans Pacific Insurance Company	\$0.00	10/27/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
31250	\$50.00	10/23/2008

SERFF Tracking Number:	WESA-125872359	State:	Arkansas
First Filing Company:	TNUS Insurance Company, ...	State Tracking Number:	#31250 \$50
Company Tracking Number:	08-AR-3-GL-49-8		
TOI:	17.0 Other Liability-Occ/Claims Made	Sub-TOI:	17.0001 Commercial General Liability
Product Name:	Commercial General Liability		
Project Name/Number:	Submission of Commercial General Liability product/08-AR-3-GL-49-8		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/03/2008	12/03/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	11/13/2008	11/13/2008	Westmont Associates	11/14/2008	11/14/2008

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
Arkansas Exception Page	Supporting Document	Westmont Associates	11/14/2008	11/14/2008

SERFF Tracking Number:	WESA-125872359	State:	Arkansas
First Filing Company:	TNUS Insurance Company, ...	State Tracking Number:	#31250 \$50
Company Tracking Number:	08-AR-3-GL-49-8		
TOI:	17.0 Other Liability-Occ/Claims Made	Sub-TOI:	17.0001 Commercial General Liability
Product Name:	Commercial General Liability		
Project Name/Number:	Submission of Commercial General Liability product/08-AR-3-GL-49-8		

## Disposition

Disposition Date: 12/03/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: WESA-125872359 State: Arkansas  
First Filing Company: TNUS Insurance Company, ... State Tracking Number: #31250 \$50  
Company Tracking Number: 08-AR-3-GL-49-8  
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Commercial General Liability  
Project Name/Number: Submission of Commercial General Liability product/08-AR-3-GL-49-8

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Letters of Authorization	Approved	Yes
Supporting Document	Filing Memorandums	Approved	Yes
Supporting Document (revised)	Arkansas Exception Page	Approved	Yes
Supporting Document	Arkansas Exception Page	Approved	Yes
Form (revised)	Amendment – Supplementary Payments Within The Limits Of Insurance (for use with Commercial General Liability Coverage Forms)	Non-adoption	Yes
Form	Amendment – Supplementary Payments Within The Limits Of Insurance (for use with Commercial General Liability Coverage Forms)	Withdrawn	Yes
Form (revised)	Amendment – Supplementary Payments Within The Limits Of Insurance (for use with Products / Completed Operations Coverage Forms)	Withdrawn	Yes
Form	Amendment – Supplementary Payments Within The Limits Of Insurance (for use with Products / Completed Operations Coverage Forms)	Withdrawn	Yes
Form	Amendment - Batch Clause	Approved	Yes
Form	Exclusion - Asbestos	Approved	Yes
Form	Exclusion – Asbestos (for use with Products / Completed Operations Coverage Forms)	Approved	Yes
Form	Exclusion – Communicable Diseases	Approved	Yes
Form	Exclusion – Communicable Diseases (for use with Products / Completed Operations Coverage Forms)	Approved	Yes
Form	Exclusion – Electromagnetic Fields	Approved	Yes
Form	Exclusion – Genetically Modified Organisms	Approved	Yes

<i>SERFF Tracking Number:</i>	<i>WESA-125872359</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>TNUS Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#31250 \$50</i>
<i>Company Tracking Number:</i>	<i>08-AR-3-GL-49-8</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Commercial General Liability</i>		
<i>Project Name/Number:</i>	<i>Submission of Commercial General Liability product/08-AR-3-GL-49-8</i>		

<b>Form</b>	Exclusion – Human Clinical Trials	Approved	Yes
<b>Form</b>	Exclusion – Intercompany Suits	Approved	Yes
<b>Form</b> (revised)	Exclusion – Punitive Damages	Withdrawn	Yes
<b>Form</b>	Exclusion – Punitive Damages	Withdrawn	Yes
<b>Form</b> (revised)	Exclusion – Punitive Damages (for use with Products / Completed Operations Coverage Forms)	Withdrawn	Yes
<b>Form</b>	Exclusion – Punitive Damages (for use with Products / Completed Operations Coverage Forms)	Withdrawn	Yes
<b>Form</b>	Limitation Of Coverage To Designated Human Clinical Trials	Approved	Yes
<b>Form</b>	Total Lead Exclusion	Approved	Yes
<b>Form</b>	Total Lead Exclusion (for use with Products / Completed Operations Coverage Forms)	Approved	Yes
<b>Form</b>	Total Pollution Exclusion	Approved	Yes
<b>Form</b>	Total Pollution Exclusion With Exception For Designated Products (for use with Products / Completed Operations Coverage Forms)	Approved	Yes
<b>Form</b>	ARKANSAS - EXCLUSION – PUNITIVE DAMAGES	Approved	Yes
<b>Form</b>	ARKANSAS - EXCLUSION – PUNITIVE DAMAGES	Approved	Yes

SERFF Tracking Number: WESA-125872359 State: Arkansas  
First Filing Company: TNUS Insurance Company, ... State Tracking Number: #31250 \$50  
Company Tracking Number: 08-AR-3-GL-49-8  
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Commercial General Liability  
Project Name/Number: Submission of Commercial General Liability product/08-AR-3-GL-49-8

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 11/13/2008  
Submitted Date 11/13/2008  
Respond By Date  
Dear Meghan Slenkamp,

This will acknowledge receipt of the captioned filing.

Forms GL7 24 002 and GL7 003 0509 must be withdrawn. AR Code Anno 23-79-307 (5) (a) prohibits reducing the limit of insurance by defense (supplementary) expenses.

Both Forms GL7 21 009 and GL7 010 must provide a definition of punitive damages similar to "those damages imposed to punish a wrongdoer or to deter others from similar conduct" pursuant to AR Code Anno 23-79-307 (8).

Please feel free to contact me if you have questions.

Sincerely,  
Edith Roberts

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 11/14/2008  
Submitted Date 11/14/2008

Dear Edith Roberts,

### Comments:

### Response 1

Comments: Ms. Roberts:

In response to your Objection Letter dated 11/13/08, please be advised that the Company hereby withdraws forms GL7 24 002 05 09 and GL7 24 003 05 09, which pertain to the inclusion of Supplementary Payments in the Limits Of Insurance, from your review.

In addition, please note that the Company is filing to introduce a state - specific Exception Page to remove the



SERFF Tracking Number: WESA-125872359 State: Arkansas  
First Filing Company: TNUS Insurance Company, ... State Tracking Number: #31250 \$50  
Company Tracking Number: 08-AR-3-GL-49-8  
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Commercial General Liability  
Project Name/Number: Submission of Commercial General Liability product/08-AR-3-GL-49-8  
corresponding multistate rule.

The Company would also like to withdraw forms GL7 21 009 05 09 and GL7 21 010 05 09, which pertain the exclusion of punitive damages, from you review. Please find attached the Company's state - specific versions, GL7 21 020 05 09 and GL7 21 021 05 09, which contain the necessary definition

Please also be advised that a state- specific entry in the Exception Page will replace the multistate rule.

If you have any additional questions, please do not hesitate to contact me.

Thank you.

Meghan

#### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: Arkansas Exception Page

Comment:

#### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Amendment – Supplementary Payments Within The Limits Of Insurance (for use with Commercial General Liability Coverage Forms) <b>Previous Version</b>	GL7 24 002 05 09	05 09	Endorsement/Amendment /Conditions	Withdrawn		0	
Amendment – Supplementary Payments Within The Limits Of Insurance (for use with Commercial	GL7 24 002 05 09	05 09	Endorsement/Amendment /Conditions	New		0	Amendme nt - Suppleme ntary Payments.

SERFF Tracking Number: WESA-125872359 State: Arkansas  
 First Filing Company: TNUS Insurance Company, ... State Tracking Number: #31250 \$50  
 Company Tracking Number: 08-AR-3-GL-49-8  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: Commercial General Liability  
 Project Name/Number: Submission of Commercial General Liability product/08-AR-3-GL-49-8

**General Liability Coverage Forms)** pdf

Amendment – GL7 24 05 09 Endorsement/AmendmentWithdrawn 0  
 Supplementary 003 05 09 /Conditions  
 Payments Within The  
 Limits Of Insurance (for  
 use with Products /  
 Completed Operations  
 Coverage Forms)

**Previous Version**

Amendment – GL7 24 05 09 Endorsement/AmendmentNew 0 Amendme  
 Supplementary 003 05 09 /Conditions nt -  
 Payments Within The Supplment  
 Limits Of Insurance (for ary  
 use with Products / Payments  
 Completed Operations - Products  
 Coverage Forms) Complete  
 d.pdf

Exclusion – Punitive GL7 21 05 09 Endorsement/AmendmentWithdrawn 0  
 Damages 009 05 09 /Conditions

**Previous Version**

Exclusion – Punitive GL7 21 05 09 Endorsement/AmendmentNew 0 Exclusion  
 Damages 009 05 09 /Conditions - Punitive  
 Damages.  
 pdf

Exclusion – Punitive GL7 21 05 09 Endorsement/AmendmentWithdrawn 0  
 Damages (for use with 010 05 09 /Conditions  
 Products / Completed  
 Operations Coverage  
 Forms)

**Previous Version**

Exclusion – Punitive GL7 21 05 09 Endorsement/AmendmentNew 0 Exclusion  
 Damages (for use with 010 05 09 /Conditions - Punitive  
 Products / Completed Damages  
 Operations Coverage - Products

<i>SERFF Tracking Number:</i>	<i>WESA-125872359</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>TNUS Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#31250 \$50</i>
<i>Company Tracking Number:</i>	<i>08-AR-3-GL-49-8</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Commercial General Liability</i>		
<i>Project Name/Number:</i>	<i>Submission of Commercial General Liability product/08-AR-3-GL-49-8</i>		
<i>Forms)</i>			Complete d.pdf
 ARKANSAS - EXCLUSION – PUNITIVE DAMAGES	 GL7 21 05 09 020 05 09	 Endorsement/AmendmentNew /Conditions	 GL7 21 020 05 09 - AR - Excl - Punitive Damages - CGL.pdf
 ARKANSAS - EXCLUSION – PUNITIVE DAMAGES	 GL7 21 05 09 021 05 09	 Endorsement/AmendmentNew /Conditions	 GL7 21 021 05 09 - AR - Excl - Punitive Damages - PCO.pdf

*SERFF Tracking Number:*      *WESA-125872359*      *State:*      *Arkansas*  
*First Filing Company:*      *TNUS Insurance Company, ...*      *State Tracking Number:*      *#31250 \$50*  
*Company Tracking Number:*      *08-AR-3-GL-49-8*  
*TOI:*      *17.0 Other Liability-Occ/Claims Made*      *Sub-TOI:*      *17.0001 Commercial General Liability*  
*Product Name:*      *Commercial General Liability*  
*Project Name/Number:*      *Submission of Commercial General Liability product/08-AR-3-GL-49-8*

**No Rate/Rule Schedule items changed.**

Sincerely,  
Westmont Associates

*SERFF Tracking Number:*      *WESA-125872359*      *State:*      *Arkansas*  
*First Filing Company:*      *TNUS Insurance Company, ...*      *State Tracking Number:*      *#31250 \$50*  
*Company Tracking Number:*      *08-AR-3-GL-49-8*  
*TOI:*      *17.0 Other Liability-Occ/Claims Made*      *Sub-TOI:*      *17.0001 Commercial General Liability*  
*Product Name:*      *Commercial General Liability*  
*Project Name/Number:*      *Submission of Commercial General Liability product/08-AR-3-GL-49-8*

**Amendment Letter**

Amendment Date:

Submitted Date:      11/14/2008

**Comments:**

Attached is the correct version of the Company's revised Exception Page.

**Changed Items:**

**Supporting Document Schedule Item Changes:**

**User Added -Name: Arkansas Exception Page**

Comment:

GL Forms - Exception Page - AR.pdf

SERFF Tracking Number: WESA-125872359 State: Arkansas

First Filing Company: TNUS Insurance Company, ... State Tracking Number: #31250 \$50

Company Tracking Number: 08-AR-3-GL-49-8

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability

Product Name: Commercial General Liability

Project Name/Number: Submission of Commercial General Liability product/08-AR-3-GL-49-8

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Non-adoption	Amendment – Supplementary Payments Within The Limits Of Insurance (for use with Commercial General Liability Coverage Forms)	GL7 24 002 05 09	05 09	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00 Previous Filing #:		
Withdrawn	Amendment – Supplementary Payments Within The Limits Of Insurance (for use with Products / Completed Operations Coverage Forms)	GL7 24 003 05 09	05 09	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00 Previous Filing #:		
Approved	Amendment - Batch Clause	GL7 24 001 05 09	05 09	Endorsement/Amendment/Conditions	New	0.00	Amendment Batch Clause.pdf
Approved	Exclusion - Asbestos	GL7 21 001 05 09	05 09	Endorsement/Amendment/Conditions	New	0.00	Exclusion - Asbestos.pdf
Approved	Exclusion – Asbestos (for use with Products / Completed Operations Coverage Forms)	GL7 21 002 05 09	05 09	Endorsement/Amendment/Conditions	New	0.00	Exclusion - Asbestos - Products Completed.pdf
Approved	Exclusion –	GL7 21	05 09	Endorsement/Amendment/Conditions	New	0.00	Exclusion -

SERFF Tracking Number: WESA-125872359 State: Arkansas

First Filing Company: TNUS Insurance Company, ... State Tracking Number: #31250 \$50

Company Tracking Number: 08-AR-3-GL-49-8

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability

Product Name: Commercial General Liability

Project Name/Number: Submission of Commercial General Liability product/08-AR-3-GL-49-8

	Communicable Diseases	003 05 09	nt/Amendm ent/Condi tions			Designated Communica ble Diseases.pdf
Approved	Exclusion – Communicable Diseases (for use with Products / Completed Operations Coverage Forms)	GL7 21 05 09 004 05 09	Endorseme nt/Amendm ent/Condi tions	0.00		Exclusion - Designated Communica ble Diseases - Products Completed.p df
Approved	Exclusion – Electromagnetic Fields	GL7 21 05 09 005 05 09	Endorseme nt/Amendm ent/Condi tions	0.00		Exclusion - EMF.pdf
Approved	Exclusion – Genetically Modified Organisms	GL7 21 05 09 006 05 09	Endorseme nt/Amendm ent/Condi tions	0.00		Exclusion - Genetically Modified Organisms.p df
Approved	Exclusion – Human Clinical Trials	GL7 21 05 09 007 05 09	Endorseme nt/Amendm ent/Condi tions	0.00		Exclusion - Human Clinical Trials.pdf
Approved	Exclusion – Intercompany Suits	GL7 21 05 09 008 05 09	Endorseme nt/Amendm ent/Condi tions	0.00		Exclusion - InterCompan y Suits.pdf
Withdrawn	Exclusion – Punitive Damages	GL7 21 05 09 009 05 09	Endorseme nt/Amendm ent/Condi tions	Replaced Form #:0.00	Previous Filing #:	
Withdrawn	Exclusion – Punitive Damages (for use with Products / Completed Operations	GL7 21 05 09 010 05 09	Endorseme nt/Amendm ent/Condi tions	Replaced Form #:0.00	Previous Filing #:	

SERFF Tracking Number: WESA-125872359 State: Arkansas

First Filing Company: TNUS Insurance Company, ... State Tracking Number: #31250 \$50

Company Tracking Number: 08-AR-3-GL-49-8

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability

Product Name: Commercial General Liability

Project Name/Number: Submission of Commercial General Liability product/08-AR-3-GL-49-8

Coverage Forms)

Approved	Limitation Of Coverage To Designated Human Clinical Trials	GL7 21 05 09 011 05 09	Endorsement/Amendment/Conditions	New	0.00	Limitation of Coverage to Designated Human Clinical Trials.pdf
Approved	Total Lead Exclusion	GL7 21 05 09 012 05 09	Endorsement/Amendment/Conditions	New	0.00	Total Lead Exclusion.pdf
Approved	Total Lead Exclusion (for use with Products / Completed Operations Coverage Forms)	GL7 21 05 09 013 05 09	Endorsement/Amendment/Conditions	New	0.00	Total Lead Exclusion - Product Completed.pdf
Approved	Total Pollution Exclusion	GL7 21 05 09 014 05 09	Endorsement/Amendment/Conditions	New	0.00	Total Pollution Exclusion.pdf
Approved	Total Pollution Exclusion With Exception For Designated Products (for use with Products / Completed Operations Coverage Forms)	GL7 21 05 09 015 05 09	Endorsement/Amendment/Conditions	New	0.00	Total Pollution Exclusion - Products Completed.pdf
Approved	ARKANSAS - EXCLUSION - PUNITIVE DAMAGES	GL7 21 05 09 020 05 09	Endorsement/Amendment/Conditions	New		GL7 21 020 05 09 - AR - Excl - Punitive Damages - CGL.pdf
Approved	ARKANSAS - EXCLUSION -	GL7 21 05 09 021 05 09	Endorsement/Amendment/Conditions	New		GL7 21 021 05 09 - AR -



SERFF Tracking Number:	WESA-125872359	State:	Arkansas
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Company Tracking Number:	08-AR-3-GL-49-8		
TOI:	17.0 Other Liability-Occ/Claims Made	Sub-TOI:	17.0001 Commercial General Liability
Product Name:	Commercial General Liability		
Project Name/Number:	Submission of Commercial General Liability product/08-AR-3-GL-49-8		
PUNITIVE DAMAGES	ent/Condi ons	Excl - Punitive Damages - PCO.pdf	



This endorsement changes policy \_\_\_\_\_ to which it is attached  
and is effective \_\_\_\_\_ at 12:01 a.m. standard time at the Insured's mailing address.

Issued to:  
Issued by:  
Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT – BATCH CLAUSE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to **SECTION III – LIMITS OF INSURANCE:**

All claims arising out of one batch or lot of products will be considered as one "occurrence", subject to one Each Occurrence Limit.

This endorsement changes policy \_\_\_\_\_ at 12:01 a.m. standard time at the Insured's mailing address.

Issued to:  
Issued by:  
Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - ASBESTOS**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability.**

**2. Exclusions**

This insurance does not apply to:

**Asbestos**

- (1) Any liability or loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of "asbestos"; or
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or regulatory or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "asbestos"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "asbestos".

- B. The following definitions are added to the Definitions Section:**

"Asbestos" means asbestos in any form, including its presence or use in any product, goods, alloy, by-product or other materials or waste. Waste includes material to be recycled, reconditioned or reclaimed.

This endorsement changes policy \_\_\_\_\_ at 12:01 a.m. standard  
to which it is attached and is effective \_\_\_\_\_  
time at the Insured's mailing address.

Issued to:  
Issued by:  
Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - ASBESTOS**

This endorsement modifies insurance provided under the following:  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverages Products / Completed Operations Bodily Injury And Property Damage Liability y.**

**2. Exclusions**

This insurance does not apply to:

**Asbestos**

- (1) Any liability or loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of "asbestos"; or
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or regulatory or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "asbestos"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "asbestos".

**B. The following definitions are added to the Definitions Section:**

"Asbestos" means asbestos in any form, including its presence or use in any product, goods, alloy, by-product or other materials or waste. Waste includes material to be recycled, reconditioned or reclaimed.

This endorsement changes policy \_\_\_\_\_ to  
which it is attached and is effective \_\_\_\_\_ at 12:01 a.m. standard time at the  
Insured's mailing address.

Issued to:

Issued by:

Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION –DESIGNATED COMMUNICABLE DISEASES**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **Schedule**

<b>Designated Communicable Disease(s)</b>

**A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage**

**2. Exclusions**

This insurance does not apply to:

**Communicable Disease**

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of the communicable disease shown in the Schedule above.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph 2. **Exclusions** of Section I – **Coverage B – Personal And Advertising Injury Liability**:

**2. Exclusions**

This insurance does not apply to:

**Communicable Disease**

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

This endorsement changes policy \_\_\_\_\_ to  
which it is attached and is effective \_\_\_\_\_ at 12:01 a.m. standard time at the  
Insured's mailing address.

Issued to:  
Issued by:  
Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION –DESIGNATED COMMUNICABLE DISEASES**

This endorsement modifies insurance provided under the following:  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **Schedule**

<b>Designated Communicable Disease(s)</b>

The following exclusion is added to Paragraph 2. **Exclusions** of Section I – **Coverages – Bodily In-  
jury And Property Damage Liability**:

### **2. Exclusions**

This insurance does not apply to:

#### **Communicable Disease**

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of the commu-  
nicable disease shown in the Schedule above.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing  
in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and  
spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.



This endorsement changes policy \_\_\_\_\_ to  
which it is attached and is effective \_\_\_\_\_ at 12:01 a.m. standard time at the  
Insured's mailing address.

Issued to:  
Issued by:  
Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – ELECTROMAGNETIC FIELDS**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions** of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., **Exclusions** of Section I – Coverage B – Personal And Advertising Injury Liability:

### **2. Exclusions**

This insurance does not apply to:

#### **Electromagnetic Fields**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened exposure to electromagnetic fields:

- (1) Of any field strength (static or time – varying); or
- (2) At any wavelength or frequency.

This endorsement changes policy \_\_\_\_\_ to which it is attached and is effective \_\_\_\_\_ at 12:01 a.m. standard time at the Insured's mailing address.

Issued to:

Issued by:

Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – GENETICALLY MODIFIED ORGANISMS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

**:2. Exclusions**

This insurance does not apply to:

**Genetically Modified Organisms**

"Bodily injury", "property damage" or "personal and adverting injury" arising out of the presence of any "genetically modified organism".

- B. For the purposes of this endorsement, the following definition is added to the **DEFINITIONS** section:

"Genetically modified organism" means a plant, seed or grain that has been altered by the manipulation of an organism's endowment by introducing or eliminating specific genes.

This endorsement changes policy \_\_\_\_\_ to  
which it is attached and is effective \_\_\_\_\_ at 12:01 a.m. standard time at the  
Insured's mailing address.

Issued to:  
Issued by:  
Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – HUMAN CLINICAL TRIALS**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

**2. Exclusions**

This insurance does not apply to:

**Human Clinical Trials**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (1) Any "human clinical trial";
- (2) Disclosure of or failure to disclose information necessary to obtain informed consent of any human being participating in any "human clinical trial"; or
- (3) Failure to obtain informed written consent of any human being participating in any "human clinical trial".

- B. The following definition is added to the **Definitions** Section:

"Human clinical trial" means testing of material within or upon human beings to establish the effectiveness or safety of such "material".

"Material" includes articles intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease, including without limitation thereto, drugs, biologics, vaccines, tissues, genetic materials, devices and therapies, cellular therapies, blood and blood products and allergenics.

This endorsement changes policy \_\_\_\_\_  
to which it is attached and is effective \_\_\_\_\_ at 12:01 a.m. standard  
time at the Insured's mailing address.

Issued to:  
Issued by:  
Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – INTER COMPANY SUITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage".

This endorsement changes policy \_\_\_\_\_ to  
which it is attached and is effective \_\_\_\_\_ at 12:01 a.m. standard time at the  
Insured's mailing address.

Issued to:

Issued by:

Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITATION OF COVERAGE TO DESIGNATED HUMAN CLINICAL TRIALS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **Schedule**

<b>Schedule of Human Clinical Trials:</b>

A. This insurance applies only to "bodily injury", "property damage" and "personal and advertising injury" arising out of the "human clinical trials" shown in the Schedule.

B. The following is added to Paragraph 1., **Insuring Agreement of Section I – Coverage A – Bodily Injury And Property Damage Liability**:

**1. Insuring Agreement**

"Bodily injury" or "property damage" arising out of the rendering of or failure to render medical or professional health care services in connection with the "human clinical trials" shown in the Schedule.

C. The following definitions are added to the **Definitions** Section:

"Human clinical trials" mean testing of "material" within or upon human beings to establish the effectiveness or safety of such "material".

"Material" includes articles intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease, including without limitation thereto, drugs, biologics, vaccines, tissues, genetic materials, devices and therapies, cellular therapies, blood and blood products and allergenics.

This endorsement changes policy \_\_\_\_\_ to which it is attached  
and is effective \_\_\_\_\_ at 12:01 a.m. standard time at the Insured's mailing address.

Issued to:  
Issued by:  
Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TOTAL LEAD EXCLUSION**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

### **2. Exclusions**

This insurance does not apply to:

#### **Total Lead Exclusion**

- (1) "Bodily injury", "property damage" and "personal and advertising injury" arising out of lead or any product, work or real or personal property containing lead. This includes but is not limited to:
  - (a) Lead contamination;
  - (b) The inhalation, ingestion, use, handling of or contact with lead or any products, work or real or personal property that contain lead including without limitation thereto lead paint; or
  - (c) The failure to warn or breach of any other duty with regard to the hazards of lead.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, lead or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, lead.

This endorsement changes policy \_\_\_\_\_ to which it is attached  
and is effective \_\_\_\_\_ at 12:01 a.m. standard time at the Insured's mailing address.

Issued to:  
Issued by:  
Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TOTAL LEAD EXCLUSION**

This endorsement modifies insurance provided under the following:  
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability.**

### **2. Exclusions**

This insurance does not apply to:

#### **Total Lead Exclusion**

- (1)** "Bodily injury" or "property damage" and arising out of lead or any product, work or real or personal property containing lead. This includes but is not limited to:
  - (a)** Lead contamination;
  - (b)** The inhalation, ingestion, use, handling of or contact with lead or any products, work or real or personal property that contain lead including without limitation thereto lead paint; or
  - (c)** The failure to warn or breach of any other duty with regard to the hazards of lead.
- (2)** Any loss, cost or expense arising out of any:
  - (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, lead or
  - (b)** Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, lead.

This endorsement changes policy \_\_\_\_\_ to  
which it is attached and is effective \_\_\_\_\_ at 12:01 a.m. standard time at the  
Insured's mailing address.

Issued to:  
Issued by:  
Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TOTAL POLLUTION EXCLUSION WITH AN EXCEPTION FOR DESIGNATED PRODUCTS**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **Schedule of Covered Products:**

Exclusion f. under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

#### **2. Exclusions**

This insurance does not apply to:

##### **f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time. However, this subparagraph does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of any of "your products" shown in the Schedule.



**(2)** Any loss, cost or expense arising out of any:

- (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This endorsement changes policy \_\_\_\_\_ to  
which it is attached and is effective \_\_\_\_\_ at 12:01 a.m. standard time at the  
Insured's mailing address.

Issued to:

Issued by:

Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TOTAL POLLUTION EXCLUSION WITH AN EXCEPTION FOR DESIGNATED PRODUCTS**

This endorsement modifies insurance provided under the following:  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **Schedule of Covered Products:**

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverages – Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**f. Pollution**

- (1)** "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time. However, this subparagraph does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of any of "your products" shown in the Schedule.

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

B. The following definition is added to the **Definitions** Section:

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, re-conditioned or reclaimed.

This endorsement changes policy \_\_\_\_\_ to  
which it is attached and is effective \_\_\_\_\_ at 12:01 a.m. standard time at the  
Insured's mailing address.

Issued to:  
Issued by:  
Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ARKANSAS - EXCLUSION – PUNITIVE DAMAGES**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2., **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

**2. Exclusions**

This insurance does not apply to:

**Punitive Damages**

Any liability for fines, penalties, "punitive damages", exemplary damages, treble damages, or any other damages resulting from the multiplication of compensatory damages.

- B.** The following definition is added to the **Definitions** Section:

"Punitive damages" mean damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

This endorsement changes policy \_\_\_\_\_ to  
which it is attached and is effective \_\_\_\_\_ at 12:01 a.m. standard time at the  
Insured's mailing address.

Issued to:  
Issued by:  
Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ARKANSAS - EXCLUSION – PUNITIVE DAMAGES**

This endorsement modifies insurance provided under the following:

PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A.** The following exclusion is added to Paragraph 2., **Exclusions** of **Section I – Coverages Products / Completed Operations Bodily Injury And Property Damage Liability**.

**2. Exclusions**

This insurance does not apply to:

**Punitive Damages**

Any liability for fines, penalties, "punitive damages", exemplary damages, treble damages, or any other damages resulting from the multiplication of compensatory damages.

**B.** The following definition is added to the **Definitions** Section:

"Punitive damages" mean damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

<i>SERFF Tracking Number:</i>	<i>WESA-125872359</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>TNUS Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#31250 \$50</i>
<i>Company Tracking Number:</i>	<i>08-AR-3-GL-49-8</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Commercial General Liability</i>		
<i>Project Name/Number:</i>	<i>Submission of Commercial General Liability product/08-AR-3-GL-49-8</i>		

## Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>WESA-125872359</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>TNUS Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#31250 \$50</i>
<i>Company Tracking Number:</i>	<i>08-AR-3-GL-49-8</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Commercial General Liability</i>		
<i>Project Name/Number:</i>	<i>Submission of Commercial General Liability product/08-AR-3-GL-49-8</i>		

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b>	Approved	12/03/2008
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**Comments:**

**Attachment:**

AR NAIC.pdf

<b>Satisfied -Name:</b>	Cover Letter	<b>Review Status:</b>	Approved	12/03/2008
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**Comments:**

**Attachment:**

AR Cover Letter - Forms.pdf

<b>Satisfied -Name:</b>	Letters of Authorization	<b>Review Status:</b>	Approved	12/03/2008
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**Comments:**

Attached are the letters of authorization for Tokio Marine, Trans Pacific and TNUS Insurance Companies.

**Attachments:**

TMNF (8-1-08).pdf

TNUS (8-1-08).pdf

TPI (8-1-08).pdf

<b>Satisfied -Name:</b>	Filing Memorandums	<b>Review Status:</b>	Approved	12/03/2008
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**Comments:**

**Attachment:**

Forms Memo.pdf

<b>Satisfied -Name:</b>	Arkansas Exception Page	<b>Review Status:</b>	Approved	12/03/2008
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**Comments:**

**Attachment:**

<i>SERFF Tracking Number:</i>	<i>WESA-125872359</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>TNUS Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#31250 \$50</i>
<i>Company Tracking Number:</i>	<i>08-AR-3-GL-49-8</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Commercial General Liability</i>		
<i>Project Name/Number:</i>	<i>Submission of Commercial General Liability product/08-AR-3-GL-49-8</i>		

GL Forms - Exception Page - AR.pdf





## Property &amp; Casualty Transmittal Document

Reset Form

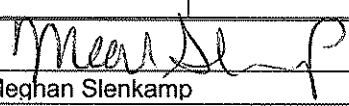
**1. Reserved for Insurance  
Dept. Use Only****2. Insurance Department Use only**

- a. Date the filing is received:
- b. Analyst:
- c. Disposition:
- d. Date of disposition of the filing:
- e. Effective date of filing:
- New Business
- Renewal Business
- f. State Filing #:
- g. SERFF Filing #:
- h. Subject Codes

<b>3. Group Name</b>	Millea Group				<b>Group NAIC #</b>	3098
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>		
Tokio Marine & Nichido Fire Ins. Company	NY	12904	13-6108722			
TNUS Insurance Company	NY	32301	20-0940754			
Trans Pacific Insurance Company	NY	41238	13-3118700			

<b>5. Company Tracking Number</b>	08-AR-3-GL-49-8
-----------------------------------	-----------------

**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Meghan Slenkamp	Analyst	856-216-0220	856-216-0303	meghans@westmontlaw.com
25 Chestnut Street, Suite 105 Haddonfield, NJ 08033				
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>	Meghan Slenkamp			

**Filing information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	17.0 Other Liability-Occ/Claims Made
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	17.0001 Commercial General Liability
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	n/a
<b>12. Company Program Title (Marketing title)</b>	Commercial General Liability
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: 4/1/09   Renewal: 4/1/09
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	n/a
<b>17. Reference Organization # &amp; Title</b>	n/a
<b>18. Company's Date of Filing</b>	10-24-2008
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # 08-AR-3-GL-49-8

21. **Filing Description** [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Submission of the Company's Commercial General Liability endorsements.

[View Complete Filing Description](#)

22. **Filing Fees** (Filer must provide check # and fee amount if applicable)  
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: 31250

Amount: 50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	08-AR-3-GL-49-8			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	08-AR-2-GL-50-9			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form #</b> Include edition date	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	SEE ATTACHED		<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

October 27, 2008

Department of Insurance  
Property and Casualty Division  
Forms and Rates Review Section

RE     **Tokio Marine & Nichido Fire Insurance Co., LTD (U.S. Branch) – NAIC #3098-12904/FEIN #13-6108722**  
         **Trans Pacific Insurance Company– NAIC #3098-41238/FEIN #13-3118700**  
         **TNUS Insurance Company – NAIC #3098-32301/FEIN #20-0940754**  
         **Commercial General Liability**  
         **Endorsements Submission – New Materials**  
         **Company Filing Number: 08-AR-3-GL-49-8**  
         **Effective Date: April 1, 2009**

To Whom It May Concern:

The captioned companies are filing for your approval their Commercial General Liability forms submission. A letter permitting Westmont Associates, Inc. to submit this filing on the companies' behalf is enclosed. The materials enclosed in this filing are new and do not replace any currently filed or approved forms.

The Companies are filing to introduce eighteen new forms and endorsements to be used with its currently filed Commercial General Liability materials. Please refer to the attached forms explanatory memorandum for additional details.

Please be advised that the filing of these endorsements does not result in any rating impact on any insureds whatsoever. Please also be advised that these filings are identical in all three companies.

The rules to be used with the enclosed forms have been filed under separate cover letter as Company filing number 08-AR-2-GL-50-8.

We hereby respectfully request an effective date of **April 1, 2009** for this filing. If at all possible, please include this date as the effective date in any approval/disposition report.

Your early approval of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval.

Respectfully Submitted,  
***Meghan Slenkamp***  
Meghan Slenkamp  
Analyst  
[meghans@westmontlaw.com](mailto:meghans@westmontlaw.com)

Enc.

Cc:     P. Olson  
         C. Laackman



Tokio Marine Management, Inc.  
U.S. Manager and/or Manager for  
Tokio Marine & Nichido Fire  
Insurance Co., Ltd. (U.S. Branch)  
Trans Pacific Insurance Company  
TM Casualty Insurance Company  
TNUS Insurance Company

230 Park Avenue  
New York, New York 10169  
Phone: (212) 297-6600  
Main Fax: (212) 297-6062  
Claims Fax: (212) 297-6064

MILLEA GROUP

August 1, 2008

Re: Tokio Marine & Nichido Fire Insurance Co., Ltd. (U.S. Branch)  
NAIC # 3098-12904  
FEIN # 13-6108722  
Letter of Authorization  
Filing of Forms, Rates, and Rules

In accordance with applicable statutes and regulations of your state, Nancy Stepanski, Wesley Pohler, Jennifer Waldron, and Westmont Associates, Inc. are hereby authorized to file rates, rules, and forms on behalf of the Company.

Sincerely,

Pamela J. Olson  
Vice President – Corporate Underwriting



Tokio Marine Management, Inc.  
U.S. Manager and/or Manager for  
Tokio Marine & Nichido Fire  
Insurance Co., Ltd. (U.S. Branch)  
Trans Pacific Insurance Company  
TM Casualty Insurance Company  
TNUS Insurance Company

230 Park Avenue  
New York, New York 10169  
Phone: (212) 297-6600  
Main Fax: (212) 297-6062  
Claims Fax: (212) 297-6064

MILLEA GROUP

August 1, 2008

Re: TNUS Insurance Company  
NAIC # 3098-41238  
FEIN # 20-0940754  
Letter of Authorization  
Filing of Forms, Rates, and Rules

In accordance with applicable statutes and regulations of your state, Nancy Stepanski, Wesley Pohler, Jennifer Waldron, and Wesley Associates, Inc. are hereby authorized to file rates, rules, and forms on behalf of the Company.

Sincerely,

Pamela J. Olson  
Vice President – Corporate Underwriting



Tokio Marine Management, Inc.  
U.S. Manager and/or Manager for  
Tokio Marine & Nichido Fire  
Insurance Co., Ltd. (U.S. Branch)  
Trans Pacific Insurance Company  
TM Casualty Insurance Company  
TNUS Insurance Company

230 Park Avenue  
New York, New York 10169  
Phone: (212) 297-6600  
Main Fax: (212) 297-6062  
Claims Fax: (212) 297-6064

MILLEA GROUP

August 1, 2008

Re: Trans Pacific Insurance Company  
NAIC # 3098-41238  
FEIN # 13-3118700  
Letter of Authorization  
Filing of Forms, Rates, and Rules

In accordance with applicable statutes and regulations of your state, Nancy Stepanski, Wesley Pohler, Jennifer Waldron, and Westmont Associates, Inc. are hereby authorized to file rates, rules, and forms on behalf of the Company.

Sincerely,

Pamela J. Olson  
Vice President – Corporate Underwriting



## COMMERCIAL GENERAL LIABILITY

Explanatory Memorandum – [Forms](#)

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# INTRODUCTION OF NEW INDEPENDENT ENDORSEMENTS

### Applicable Line(s) of Business

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This filing applies to the following line of business:

- ◆ Commercial General Liability

### Applicable Insurance Companies

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This filing applies to the following insurance companies:

- ◆ Tokio Marine & Nichido Fire Insurance Co., Ltd. (U.S. Branch)
- ◆ Trans Pacific Insurance Company
- ◆ TNUS Insurance Company

### About This Filing

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This filing introduces a number of new endorsements that address both known sources of liability as well as those emerging sources of liability.

- ◆ Amendment – Batch Clause, Form GL7 24 001 05 09
- ◆ Amendment – Supplementary Payments Within The Limits Of Insurance (for use with Commercial General Liability Coverage Forms), Form GL7 24 002 05 09
- ◆ Amendment – Supplementary Payments Within The Limits Of Insurance (for use with Products / Completed Operations Coverage Forms), Form GL7 24 003 05 09
- ◆ Exclusion - Asbestos (for use with Commercial General Liability Coverage Forms), Form GL7 21 001 05 09
- ◆ Exclusion – Asbestos (for use with Products / Completed Operations Coverage Forms), Form GL7 21 002 05 09
- ◆ Exclusion – Communicable Diseases (for use with Commercial General Liability Coverage Forms), Form GL7 21 003 05 09
- ◆ Exclusion – Communicable Diseases (for use with Products / Completed Operations Coverage Forms), Form GL7 21 004 05 09

## COMMERCIAL GENERAL LIABILITY

### Explanatory Memorandum – Forms

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- ◆ Exclusion – Electromagnetic Fields, Form GL7 21 005 05 09
- ◆ Exclusion – Genetically Modified Organisms, Form GL7 21 006 05 09
- ◆ Exclusion – Human Clinical Trials, Form GL7 21 007 05 09
- ◆ Exclusion – Intercompany Suits, Form GL7 21 008 05 09
- ◆ Exclusion – Punitive Damages (for use with Commercial General Liability Coverage Forms), Form GL7 21 009 05 09
- ◆ Exclusion – Punitive Damages (for use with Products / Completed Operations Coverage Forms), Form GL7 21 010 05 09.
- ◆ Limitation Of Coverage To Designated Human Clinical Trials, Form GL7 21 011 05 09
- ◆ Total Lead Exclusion (for use with Commercial General Liability Coverage Forms), Form GL7 21 012 05 09
- ◆ Total Lead Exclusion (for use with Products / Completed Operations Coverage Forms), Form GL7 21 013 05 09
- ◆ Total Pollution Exclusion With Exception For Designated Products (for use with Commercial General Liability Coverage Forms), Form GL7 21 014 05 09
- ◆ Total Pollution Exclusion With Exception For Designated Products (for use with Products / Completed Operations Coverage Forms), Form GL7 21 015 05 09

### Formatting

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Since all of the material is new, we have not used a format of ~~striking-through~~ deletions and underlining additions.

### Related Filing(s)

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There is a related Rules Filing.

## COMMERCIAL GENERAL LIABILITY

### Explanatory Memorandum – Forms

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#### Explanation Of Changes

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Listed below is an explanation of each endorsement that we are introducing.

When needed, background information is provided. In most instances, the background information describes the situation under an unendorsed coverage form or a similar endorsement of the Insurance Services Office (ISO).

Unless otherwise noted below, each endorsement will be available for use under both the Commercial General liability Coverage Forms (CGL) and the Products / Completed Operations Coverage Forms (PCO). The words “for use with...” that appear below help explain the use. These words do not appear in the actual endorsements.

Sometimes, separate endorsements are needed for the CGL and PCO coverage forms, as the CGL endorsements reference personal and advertising injury while the PCO ones do not provide such coverage.

The endorsements are listed alphabetically by title.

#### ◆ Amendment – Batch Clause / Form [GL7 24 001](#)

- **Background** / Under the unendorsed ISO CGL and PCO Coverage Forms, only certain claims arising out of one batch or lot of products are considered as one occurrence and subject to one Each Occurrence Limit. For example, a defective batch of pharmaceutical drugs may injure two people who have no relationship other than the use of the defective drug. In this example, there would be two occurrences and each is subject to the Each Occurrence limit.
- We are introducing this endorsement to make all claims arising out of one batch or lot of products to be considered as one occurrence, subject to one Each Occurrence Limit.

#### ◆ Amendment – Supplementary Payments Within The Limits Of Insurance (for use with Commercial General Liability Coverage Forms) / Form [GL7 24 002](#)

- **Background** / Under our unendorsed CGL and PCO Coverage Forms, Supplementary Payments, as described in the coverage forms, are outside of limits of insurance.
- We are introducing this endorsement to place all Supplementary Payment inside of the limits of insurance.

## COMMERCIAL GENERAL LIABILITY

### Explanatory Memorandum – Forms

---

- ◆ **Amendment – Supplementary Payments Within The Limits Of Insurance (for use with Products / Completed Operations Coverage Forms) / Form [GL7 24 003](#)**
  - Similar to its CGL counterpart, we are introducing this endorsement to place all Supplementary Payment inside of the limits of insurance.
  
- ◆ **Exclusion – Asbestos (for use with Commercial General Liability Coverage Forms) / Form [GL7 21 001](#)**
  - We are introducing this endorsement to exclude liability from asbestos.
  
- ◆ **Exclusion – Asbestos (for use with Products / Completed Operations Coverage Forms) / Form [GL7 21 002](#)**
  - Similar to its CGL counterpart, we are introducing this endorsement to exclude liability from asbestos.
  
- ◆ **Exclusion – Designated Communicable Diseases (for use with Commercial General Liability Coverage Forms) / Form [GL7 21 003](#)**
  - **Background** / The newly introduced ISO Communicable Disease Exclusion, Form CG 21 32, excludes liability arising out of the actual or alleged transmission of a communicable disease. There is no option within the ISO endorsements to exclude certain communicable diseases and not exclude others.
  - We are introducing this endorsement to limit the scope of the exclusion to apply only to those communicable diseases designated in its Schedule.
  
- ◆ **Exclusion – Designated Communicable Diseases (for use with Products / Completed Operations Coverage Forms) / Form [GL7 21 004](#)**
  - Similar to its CGL counterpart, we are introducing this endorsement to limit the scope of the exclusion to apply only to those communicable diseases designated in its Schedule.
  - **Notation** / The corresponding Communicable Disease Exclusion for PCO Coverage Forms is CG 33 76 (not CG 21 32).

## COMMERCIAL GENERAL LIABILITY

### Explanatory Memorandum – Forms

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◆ **Exclusion – Electromagnetic Fields / Form GL7 21 005**

- We are introducing this endorsement to exclude liability arising out of the actual, alleged or threatened exposure to electromagnetic fields.

◆ **Exclusion – Genetically Modified Organisms / Form GL7 21 006**

- We are introducing this endorsement to exclude liability arising out of the presence of any genetically modified organism.

◆ **Exclusion – Human Clinical Trials / Form GL7 21 007**

- We are introducing this endorsement to exclude liability arising out of human clinical trials, which is testing of material within or upon human beings to establish the effectiveness or safety of such material. These trials are common among pharmaceutical companies.

◆ **Exclusion – Intercompany Suits / Form GL7 21 008**

- **Background** / The ISO Exclusion - Intercompany Products Suits, Form CG 21 41, excludes any products liability claim by any Named Insured against another Named Insured. There is no impact on any hazard other than products liability.
- We are introducing this endorsement to exclude any claim by any Named Insured against another Named Insured. This endorsement affects all hazards including products liability.

◆ **Exclusion – Punitive Damages / Form GL7 21 009**

- **Background** / Though not specifically mentioned, the wording of our CGL Coverage Forms is broad enough to cover punitive damages.
- We are introducing this endorsement to liability from punitive and similar damages.

◆ **Exclusion – Punitive Damages (for use with Products / Completed Operations Coverage Forms) / Form GL7 21 010**

- Similar to its CGL counterpart, we are introducing this endorsement to liability from punitive and similar damages.

## COMMERCIAL GENERAL LIABILITY

### Explanatory Memorandum – Forms

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- ◆ **Limitation Of Coverage To Designated Human Clinical Trials / Form GL7 21 011**
  - We are introducing this endorsement to provide liability coverage for those human clinical trials entered in its Schedule.
  
- ◆ **Total Lead Exclusion (for use with Commercial General Liability Coverage Forms) / Form GL7 21 012**
  - We are introducing this endorsement to totally exclude liability arising out of lead
  
- **Total Lead Exclusion (for use with Products / Completed Operations Coverage Forms) / Form GL7 21 013**
- Similar to its CGL counterpart, we are introducing this endorsement to totally exclude liability arising out of lead.
  
- ◆ **Total Pollution Exclusion With Exception For Designated Products (for use with Commercial General Liability Coverage Forms) / Form GL7 21 014**
  - **Background** / The ISO Total Pollution Exclusion, Form CG 21 49, excludes all liability arising out of any pollution exposure not otherwise precluded by the pollution exclusion contained in the CGL Coverage Forms. Form CG 21 49 removes almost all pollution – related coverage in the products – completed operations hazard.
  - We are introducing this endorsement to make an exception to the exclusion (and therefore provide coverage for) those products and/or completed operations designated in its Schedule.
  
- ◆ **Total Pollution Exclusion With Exception For Designated Products (for use with Products / Completed Operations Coverage Forms) / Form GL7 21 015**
  - **Background** / The ISO Total Pollution Exclusion, Form CG 21 98, excludes all liability arising out of any pollution exposure.
  - Similar to its CGL counterpart, we are introducing this endorsement to make an exception to the exclusion (and therefore provide coverage for) those products and/or completed operations designated in its Schedule.
  - **Notation** / The corresponding Total Pollution Exclusion for PCO Coverage Forms is CG 21 98 (not CG 21 49).

## COMMERCIAL GENERAL LIABILITY

### Explanatory Memorandum – Forms

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#### Attachment(s)

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- ◆ A **final** version of each **Form** is listed in the attached Forms Index.

#### Forms Index

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- ◆ This section contains a complete copy of all new endorsements as listed below. The previous editions of these new endorsements are labeled as “New”.
- ◆ The edition date for all endorsements is **05 09**.
- ◆ The endorsements are listed alphabetically by title.

Endorsement Number	Proposed Edition Date	Previous Edition Date	Endorsement Title
GL7 24 001	05 09	New	Amendment – Batch Clause
GL7 24 002	05 09	New	Amendment – Supplementary Payments Within The Limits Of Insurance (for use with Commercial General Liability Coverage Forms)
GL7 24 003	05 09	New	Amendment – Supplementary Payments Within The Limits Of Insurance (for use with Products / Completed Operations Coverage Forms)
GL7 21 001	05 09	New	Exclusion - Asbestos (for use with Commercial General Liability Coverage Forms)
GL7 21 002	05 09	New	Exclusion – Asbestos (for use with Products / Completed Operations Coverage Forms)

## COMMERCIAL GENERAL LIABILITY

### Explanatory Memorandum – Forms

<b>GL7 21 003</b>	05 09	New	Exclusion – Communicable Diseases (for use with Commercial General Liability Coverage Forms)
<b>GL7 21 004</b>	05 09	New	Exclusion – Communicable Diseases (for use with Products / Completed Operations Coverage Forms)
<b>GL7 21 005</b>	05 09	New	Exclusion – Electromagnetic Fields
<b>GL7 21 006</b>	05 09	New	Exclusion – Genetically Modified Organisms
<b>GL7 21 007</b>	05 09	New	Exclusion – Human Clinical Trials
<b>GL7 21 008</b>	05 09	New	Exclusion – Intercompany Suits
<b>GL7 21 009</b>	05 09	New	Exclusion – Punitive Damages (for use with Commercial General Liability Coverage Forms)
<b>GL7 21 010</b>	05 09	New	Exclusion – Punitive Damages (for use with Products / Completed Operations Coverage Forms)
<b>GL7 21 011</b>	05 09	New	Limitation Of Coverage To Designated Human Clinical Trials
<b>GL7 21 012</b>	05 09	New	Total Lead Exclusion (for use with Commercial General Liability Coverage Forms)
<b>GL7 21 013</b>	05 09	New	Total Lead Exclusion (for use with Products / Completed Operations Coverage Forms)



## COMMERCIAL GENERAL LIABILITY

### Explanatory Memorandum – Forms

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<b>GL7 21 014</b>	05 09	New	Total Pollution Exclusion With Exception For Designated Products (for use with Commercial General Liability Coverage Forms)
<b>GL7 21 015</b>	05 09	New	Total Pollution Exclusion With Exception For Designated Products (for use with Products / Completed Operations Coverage Forms)

	<b>GENERAL LIABILITY FORMS MANUAL</b> <b>(STATE EXCEPTION PAGE)</b>	<b>Arkansas</b>
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## **21. Endorsements - Exclusions**

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Rule **21.B.7.** is replaced by the following:

### **B. Forms and Rating**

#### **7. Exclusion – Punitive Damages**

To exclude liability arising out of punitive damages, use:

- a.** Endorsement **GL7 21 020** for Commercial General Liability policies; and
- b.** Endorsement **GL7 21 021** for Products / Completed Operations policies.

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## **24. Endorsements – Coverage Amendments**

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Rule **24.B.2.** is replaced by the following:

### **B. Forms and Rating**

#### **2. Amendment – Supplementary Payments Within The Limits Of Insurance**

Paragraph **a.**, which pertains to Endorsement **GL7 24 002** for Commercial General Liability policies, does not apply.

Paragraph **b.**, which pertains to Endorsement **GL7 24 003** for Products / Completed Operations policies, does not apply.

SERFF Tracking Number: WESA-125872359 State: Arkansas

First Filing Company: TNUS Insurance Company, ... State Tracking Number: #31250 \$50

Company Tracking Number: 08-AR-3-GL-49-8

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability

Product Name: Commercial General Liability

Project Name/Number: Submission of Commercial General Liability product/08-AR-3-GL-49-8

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Amendment – Supplementary Payments Within The Limits Of Insurance (for use with Commercial General Liability Coverage Forms)	10/24/2008	Amendment - Supplementary Payments.pdf
No original date	Form	Amendment – Supplementary Payments Within The Limits Of Insurance (for use with Products / Completed Operations Coverage Forms)	10/24/2008	Amendment - Supplimentary Payments - Products Completed.pdf
No original date	Form	Exclusion – Punitive Damages	10/24/2008	Exclusion - Punitive Damages.pdf
No original date	Form	Exclusion – Punitive Damages (for use with Products / Completed Operations Coverage Forms)	10/24/2008	Exclusion - Punitive Damages - Products Completed.pdf
No original date	Supporting Document	Arkansas Exception Page	11/14/2008	GL Forms - Exception Page - AR.pdf

This endorsement changes policy to \_\_\_\_\_ which it is attached and is effective \_\_\_\_\_ at 12:01 a.m.  
standard time at the Insured's mailing address.

Issued to:  
Issued by:  
Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT – SUPPLEMENTARY PAYMENTS WITHIN LIMITS OF INSURANCE**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Paragraphs (1) and (2) of 1.a. (Insuring Agreement) in SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY are replaced by the following:**

- (1) The amount we will pay for damages and Supplementary Payments is limited as described in Section III – Limits Of Insurance; and**
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or Supplementary Payments under Coverages A or B or medical expenses under Coverage C.**

**B. Paragraphs (1) and (2) of 1.a. (Insuring Agreement) in SECTION I – COVERAGE B PERSONAL AND ADVERTISING INJURY are replaced by the following:**

- (1) The amount we will pay for damages and Supplementary Payments is limited as described in Section III – Limits Of Insurance; and**
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments, settlements or Supplementary Payments under Coverages A or B or medical expenses under Coverage C.**

**C. The following replaces the SUPPLEMENTARY PAYMENTS paragraph in SECTION I – COVERAGES A AND B:**

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and

- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
  - (a) Obtain records and other information related to the "suit"; and
  - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses or Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or Supplementary Payments, or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

**D. The following is replaces SECTION III – LIMITS OF INSURANCE:**

**SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - c. Damages under Coverage B; and
  - d. Payments under Supplementary Payments.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for
  - a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard"; and
  - b. Payments under Supplementary Payments.
4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all
  - a. Damages because of all "personal and advertising injury" sustained by any one person or organization; and
  - b. Payments under Supplements Payments.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A;
  - b. Medical expenses under Coverage C; and
  - c. Payments under Supplementary Payments

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages and Supplementary Payments because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses and Supplementary Payments because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

This endorsement changes policy to \_\_\_\_\_ which it is attached and is effective \_\_\_\_\_ at 12:01 a.m. standard time at the Insured's mailing address.

Issued to:  
Issued by:  
Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT – SUPPLEMENTARY PAYMENTS WITHIN LIMITS OF INSURANCE**

This endorsement modifies insurance provided under the following:  
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs (1) and (2) of 1.a. (Insuring Agreement) in **SECTION I – COVERAGES PRODUCTS / COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY** are replaced by the following:

- (1) The amount we will pay for damages and Supplementary Payments is limited as described in **Section III – Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or Supplementary Payments.

B. The following replaces the **SUPPLEMENTARY PAYMENTS** paragraph in **SECTION I – COVERAGES PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

### **SUPPLEMENTARY PAYMENTS**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.



- e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2) Provides us with written authorization to:
      - (a) Obtain records and other information related to the "suit"; and
      - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorney's fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Our obligation to defend an insured's indemnitee and to pay for attorney's fees and necessary litigation expenses or Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or Supplementary Payments; or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

**C. The following is replaces SECTION III – LIMITS OF INSURANCE:**

**SECTION III – LIMITS OF INSURANCE**

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for:
- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard"; and
  - b. Payments under Supplementary Payments.
3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for:
- a. Damages because of all "bodily injury" and "property damage" arising out of any one "occurrence"; and
  - b. Payments under Supplementary Payments.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

This endorsement changes policy \_\_\_\_\_ to  
which it is attached and is effective \_\_\_\_\_ at 12:01 a.m. standard time at the  
Insured's mailing address.

Issued to:  
Issued by:  
Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – PUNITIVE DAMAGES**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

### **2. Exclusions**

This insurance does not apply to:

#### **Punitive Damages**

Any liability for fines, penalties, punitive damages, exemplary damages, treble damages, or any other damages resulting from the multiplication of compensatory damages.

This endorsement changes policy \_\_\_\_\_ to  
which it is attached and is effective \_\_\_\_\_ at 12:01 a.m. standard time at the  
Insured's mailing address.

Issued to:  
Issued by:  
Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – PUNITIVE DAMAGES**

This endorsement modifies insurance provided under the following:  
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverages Products / Completed Operations Bodily Injury And Property Damage Liability.**

### **2. Exclusions**

This insurance does not apply to:

#### **Punitive Damages**

Any liability for fines, penalties, punitive damages, exemplary damages, treble damages, or any other damages resulting from the multiplication of compensatory damages.

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## **21. Endorsements - Exclusions**

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Rule **24.B.2.** is replaced by the following:

### **B. Forms and Rating**

#### **2. Amendment – Supplementary Payments Within The Limits Of Insurance**

Paragraph **a.**, which pertains to Endorsement **GL7 24 002** for Commercial General Liability policies, does not apply.

Paragraph **b.**, which pertains to Endorsement **GL7 24 003** for Products / Completed Operations policies, does not apply.

Rule **21.B.7.** is replaced by the following:

### **B. Forms and Rating**

#### **7. Exclusion – Punitive Damages**

To exclude liability arising out of punitive damages, use:

- a.** Endorsement **GL7 21 020** for Commercial General Liability policies; and
- b.** Endorsement **GL7 21 021** for Products / Completed Operations policies.